

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS**

**ANYWHERECOMMERCE, INC. and  
BBPOS LIMITED,**

**Plaintiffs,**

**v.**

**INGENICO INC., INGENICO CORP.,  
and INGENICO GROUP, SA,**

**Defendants.**

**Civil Docket No: 1:19-cv-11457-IT**

**DECLARATION OF JEFFREY K. TECHENTIN IN SUPPORT OF DEFENDANTS’  
MOTION FOR SUMMARY JUDGMENT**

JEFFREY K. TECHENTIN, hereby declares as follows:

1. I am an attorney licensed to practice before this Court *pro hac vice* and a shareholder of the firm Adler Pollock & Sheehan P.C. Adler Pollock & Sheehan P.C. is counsel for Defendants Ingenico Inc., Ingenico Corp., and Ingenico Group, SA (collectively, “Defendants”) in the instant matter. I submit this declaration in connection with Defendants’ Motion for Summary Judgment and in response to the allegation that Defendants violated Local Rule 7.1 concerning the duty to meet and confer.

2. Although not denominated as a meet and confer, undersigned counsel held multiple discussions with counsel for Plaintiffs or, in certain instances, counsel for Stripe, an entity that has been represented to Defendants as having acquired a controlling interest in Plaintiff BBPOS Limited, concerning the fact that Defendants intended to move for summary judgment and the general bases therefor.

3. During one such discussion, held in person in Philadelphia, Pennsylvania on May 12, 2022, with Melissa Bozeman, Esq., I outlined the basic parameters of the intended motion

including the fact that Defendants believed they were entitled to summary judgment for at least the reason that the trade secret claims were time-barred and the allegedly trade secret materials were provided to Ingenico without any confidentiality protections. Counsel for Plaintiffs responded that they had defenses to those positions.

4. I and counsel for Plaintiffs soon agreed that the parties would each pursue their summary judgment motions. The primary purpose of the continued discussions was to explore whether it would be in the parties' interest to delay the deadline for dispositive motions in order to explore the possibility of settlement discussions. Those negotiations resulted in the stipulated motion to extend such deadlines by 14 days, Doc. No. 181.

5. In addition, in the days leading up to the filing deadline, my office communicated with Plaintiffs' counsel *via* email communication on which I was copied as a recipient, regarding certain of the materials that Defendants intended to submit in connection with their motion for summary judgment pursuant to the terms of the governing protective order (Doc. No. 92).

6. As mentioned, the foregoing communications were not denominated as a meet and confer. It is the practice of the undersigned counsel, where a meet and confer obligation is present, to schedule and conduct a meaningful and good faith discussion of the issues. This did not happen in the manner that is my custom. By way of explanation and not excuse, I was at the time acting as lead counsel in a two-week jury trial that had commenced on June 14 and did not conclude until after the dispositive motion deadline.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct. Executed on December 24, 2021.

/s/ Jeffrey K. Techentin

Jeffrey K. Techentin

July 27, 2022

INGENICO INC., INGENICO CORP., and  
INGENICO GROUP S.A.

By their attorneys,

/s/ Jeffrey K. Techentin

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**CERTIFICATE OF SERVICE**

I hereby certify that on July 27, 2022 I caused to be served via ECF a true copy of the within document on the following counsel of record:

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/s/ Jeffrey K. Techentin

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